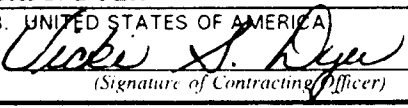


AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT				CONTRACT ID CODE		PAGE OF PAGES	
						13	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 98 FEB 13		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Fleet & Industrial Supply Center Regional Contracts Dept/Code 2404, V. Dyer 937 North Harbor Drive San Diego, CA 92132-0060		CODE N00244		7. ADMINISTERED BY (If other than Item 6) CODE N00244			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Cruceros del Sol Flamingos 203 Mazatlan, Sin., MX 82010				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086	
						10B. DATED (SEE ITEM 13) 13 FEB 95	
CODE 02FJ4		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) UNILATERAL MODIFICATION TO EXERCISE OPTION IAW FAR 52.217-8M "OPTION TO EXTEND SERVICES"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise the option period specified in FAR 52.217-8.							
A. The period of performance is extended for six months, from 13 Feb 98 through 12 Aug 98.							
B. The CLINs applicable to this option are set forth on pages 2 and 3 herein.							
C. The total contract amount is hereby increased by \$1,717,861 from \$9,419,737 to \$11,137,598.							
ALL OTHER TERMS AND CONDITONS REMAIN UNCHANGED.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				VICKI S. DYER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		12 FEB 98	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA	

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0043	HA Fee - First Day				
0043AA	Class I	5	DY	\$610	\$3,050
0043AB	Class II	5	DY	\$850	\$4,250
0043AC	Class III	5	DY	\$850	\$4,250
0043AD	Class IV	1	DY	\$1,455	\$1,455
0043AE	Class V	1	DY	\$2,667	\$2,667
0044	HA Fee-Subsqnt Days				
0044AA	Class I	25	DY	\$184	\$4,600
0044AB	Class II	25	DY	\$243	\$6,075
0044AC	Class III	25	DY	\$243	\$6,075
0044AD	Class IV	4	DY	\$462	\$1,848
0043AE	Class V	1	DY	\$850	\$850
0045	Trash - At Anchor				
0045AA	Class I	60	CX	\$93	\$5,580
0045AB	Class II	60	CX	\$347	\$20,820
0045AC	Class III	60	CX	\$924	\$55,440
0045AD	Class IV	10	CX	\$2,079	\$20,790
0045AE	Class V	10	CX	\$4,505	\$45,050
	Trash - Pierside				
0045AF	Class I	15	CX	\$116	\$1,740
0045AG	Class II	15	CX	\$160	\$2,400
0045AH	Class III	15	CX	\$320	\$4,800
0046	CHT - At Anchor				
0046AA	Class II	300000	GL	\$0.96	\$288,000
0046AB	Class III	300000	GL	\$0.77	\$231,000
0046AC	Class IV	50000	GL	\$0.60	\$30,000
0046AD	Class V	50000	GL	\$0.52	\$26,000
	CHT - Pierside				
0046AE	Class I	50000	GL	\$0.68	\$34,000
0046AF	Class II	50000	GL	\$0.39	\$19,500
0046AG	Class III	50000	GL	\$0.32	\$16,000
0047	Pilots				
0047AA	Class I	10	EA	NTE	\$3,000
0047AB	Class II	10	EA	NTE	\$5,300
0047AC	Class III	10	EA	NTE	\$6,400
0047AD	Class IV	2	EA	NTE	\$1,250
0047AE	Class V	2	EA	NTE	\$1,800
0047AF	Handling Charge 10% of CLIN 0047	35	EA	NTE	\$1,775
0047AG	Pilot Boat	35	EA	\$66	\$2,310
0048	Cargo Lighterage				
0048AA	0-5 Tons	270	HR	\$221	\$59,670
0049	Crane Services				
0049AA	0-5 Tons	136	HR	\$386	\$52,496

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0050	Cargo Drayage				
0050AA	Cargo up to 4 Tons	270	HR	\$44	\$11,880
0051	Water Taxi - Part Day				
0051AA	Class I	50	HR	\$131	\$6,550
0051AB	Class II	50	HR	\$142	\$7,100
0051AC	Class III	50	HR	\$550	\$27,500
0051AD	Class IV	10	HR	\$682	\$6,820
0051AE	Class V	10	HR	\$1,265	\$12,650
0051AF	Landing Platform	170	HR	\$166	\$28,220
0052	Water Taxi - Full Day				
0052AA	Class I	25	DY	\$1,375	\$34,375
0052AB	Class II	25	DY	\$2,145	\$53,625
0052AC	Class III	25	DY	\$5,460	\$136,500
0052AD	Class IV	4	DY	\$6,835	\$27,340
0052AE	Class V	4	DY	\$23,200	\$92,800
0052AF	Landing Platform	133	DY	\$1,320	\$175,560
0052AG	RESERVED				
0053	Vehicle Rental				
0053AA	1-4 Passenger	75	DY	\$410	\$30,750
0053AB	5-15 Passenger	50	DY	\$1,323	\$66,150
0053AC	16-50 Passenger	100	HR	\$95	\$9,500
0054	Cell Phones/Radios				
0054AA	Cell Phone Rental/day	100	EA	8	\$800
0054AB	Radio Rental/day	700	EA	15	\$10,500
0055	Customs Brokerage	200	EA	45	\$9,000
0056	Quarterly Reports	2	EA	Not Separately	Priced

OPTION TOTAL:

\$1,717,861

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2 AMENDMENT/MODIFICATION NO P00005	3 EFFECTIVE DATE 97 JUL 25	4 REQUISITION/PURCHASE REQ. NO. R57087-7042-0218	5 PROJECT NO (If applicable)
6 ISSUED BY Fleet and Industrial Supply Center Regional Contracts Division/Code 2404, Vicki Dyer 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2562	CODE N00244	7 ADMINISTERED BY (If other than Item 6)	CODE N00244
		ORIGINAL	

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 011 52 (69) 82-50-55	(X) 9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086 X 10B DATED (SEE ITEM 13) 13 FEB 1995
CODE 02FJ4	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENT OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
X B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitations/contract subject matter where feasible)


THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO CORRECT THE CLIN NUMBERS CITED IN P00001 FOR PILOTS UNDER OPTION YEAR II.

CHANGE PAGE 5 OF P00001, "PILOTS", FROM 0032 TO 0033, INCLUDING SUBCLINS AA THROUGH AG.

THIS MODIFICATION IS MADE AT NO CHANGE TO THE CONTRACT PRICE.

ALL OTHER TERMS AND CONTITIONS REMAIN UNCHANGED.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY L. O'BRIEN		
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C DATE SIGNED 25 JUL 1997

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3 1		
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 97 FEB 13		4. REQUISITION/PURCHASE REQ. NO. R57087-7042-0218		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00244		7. ADMINISTERED BY (If other than Item 6) CODE		N00244	
Fleet & Industrial Supply Center Regional Contracts Dept/Code 201a42, V. Dyer 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2562				DUPLICATE ORIGINAL			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Cruisers Del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 011 52 (69) 82-50-55				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086	
						10B. DATED (SEE ITEM 11) 13 FEB 1995	
CODE 02FJ4		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority) X UNILATERAL OPTION PURSUANT TO FAR 52.217-8, "OPTION TO EXTEND SERVICES"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
A. THE Purpose of this modification is to exercise Option II. Identified as Contract Line item Number (CLINs) 0029 through 0041, for the period 13 February 1997 through 12 February 1997.							
B. The total contract amount is hereby increased by \$3,216,584 from \$6,203,153 to \$9,419,737.							
C. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Ricardo Irvine Director				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY L. O'BRIEN			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED MAR 03,95		16B. UNITED STATES OF AMERICA BY _____ ORIGINAL SIGNED (Signature of Contracting Officer)		16C. DATE SIGNED 02 -13-1997	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) FAR (48 CFR) 53.243			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3 1		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 96 MAY 29		4. REQUISITION/PURCHASE REQ. NO. R57087-6044-0004		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00244		7. ADMINISTERED BY (If other than Item 6) CODE		N00244	
Fleet & Industrial Supply Center Regional Contracts Dept/Code 201A42, V. Dyer 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2562				ORIGINAL			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Cruisers Del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 011 52 (69) 82-50-55				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086 10B. DATED (SEE ITEM 11) 13 FEB 1995	
CODE 02FJ4		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority) UNILATERAL OPTION PURSUANT TO FAR 52.217-8, "OPTION TO EXTEND SERVICES"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The contract is hereby modified to add the following remittance address: Mr. Richard Irvine Suite # 9-200 9297 Siempre Viva Road San Diego, CA 92173-3628 Add the following paragraph 12 Section C of the contract , page 22: 12. COPIES OF DELIVERY ORDERS AND INVOICES The contractor shall forward one (1) copy of each delivery order, including all associated invoices, within three (3) days Of each ship's departure from the port.							
ALL OTHER TERMS AND CODITIONS REMAIN UNCHANGED.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				M. L. O'BRIEN			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
ORIGINAL SIGNED				BY ORIGINAL SIGNED		29 MAY 1996	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
NSN 7540-01-152-8070		30-105		STANDARD FORM 30 (REV. 10-83)		FAR (48 CFR) 53.243	
PREVIOUS EDITION UNUSABLE							

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3 1		
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 96FEB13		4. REQUISITION/PURCHASE REQ. NO. R57087-6044-0004		5. PROJECT NO. (If applicable)	
6. ISSUED BY Fleet & Industrial Supply Center Regional Contracts Dept/Code 201A42, V. Dyer 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2562		CODE N00244		7. ADMINISTERED BY (If other than Item 6) DUPLICATE ORIGINAL		CODE N00244	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Cruisers Del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 011 52 (69) 82-50-55				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086	
						10B. DATED (SEE ITEM 11) 13 FEB 1995	
CODE 02FJ4		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER (Specify type of modification and authority) UNILATERAL OPTION PURSUANT TO FAR 52.217-8, "OPTION TO EXTEND SERVICES"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
A. THE Purpose of this modification is to exercise Option 1. Identified as Contract Line item Number (CLINs) 0016 through 0028, for the period 13 February 1996 through 12 February 1997.							
B. The total contract amount is hereby increased by \$3,174,489 from \$3,028,664 to \$6,203,153.							
C. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Ricardo Irvine Director				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) E. L. SUMMERS			
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED (Signature of person authorized to sign)		15C. DATE SIGNED MAR 03,95		16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED (Signature of Contracting Officer)		16C. DATE SIGNED 13 FEB 1996	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3 6	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 95 MAR 01		4. REQUISITION/PURCHASE REQ. NO. R57087-4094-0002		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		N00244				N00244	
Fleet & Industrial Supply Center Regional Contracts Dept/Code 201A42, V. Dyer 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2562							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Cruisers Del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 011 52 (69) 82-50-55				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-95-D-5086	
						10B. DATED (SEE ITEM 11) 13 FEB 1995	
CODE 02FJ4		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>TWO</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
THE CONTRACT IS HEREBY MODIFIED AS SET FORTH ON PAGE 2 THROUGH 6 HEREIN. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY		(Signature of Contracting Officer)	

**THE FOLLOWINGS INFORMATION IS PROVIDED REGARDING DESIGNATION OF
OFFICIAL PAYMENT OFFICES:**

PAYMENT OFFICE FOR U.S. NAVY VESSELS:

Defense Finance & Accounting Service (DFAS)
San Diego Operating Location, Code FPV-P
937 North Harbor Drive
San Diego, CA 92132-1001

Telephone: (619) 532-1579/1580

PAYMENT OFFICE FOR U.S. COAST GUARD VESSELS:

Commanding Officer (1224)
U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326-1224

Telephone: (510) 437-3993

**MILITARY SEALIFT COMMAND VESSELS: CONTACT THE PCO IDENTIFIED BELOW
PRIOR TO ISSUANCE OF A DELIVERY ORDER UNDER THIS CONTRACT.**

POINTS OF CONTACT:

Procuring Contracting Office (PCO) AND Administrative Contracting
Office (ACO) Fleet & Industrial Supply Center
Regional Contracts Dept., Code PDD
937 North Harbor Drive
San Diego, CA 92132-0060
Telephone: (619) 532-1351
DSN 522-1351
Fax: (619) 532-2575

Contract Administrator, Code PDDY: Ms. Purita Gamos, (619) 532-2565

Contract Negotiator, Code PDDA: Ms. Vicki Dyer, (619) 532-2562

Contracting Officer, Code POD: Ms. Eleanor Hille, (619) 532-1351

Technical Liaison/Requiring Activity:

Cdr Marvin Heinze, COMTHIRDFLT, San Diego, Code N31
Telephone: (619) 545-3213
DSN: 735

ADD THE FOLLOWING CONTRACT LINE ITEM NUMBER TO SECTION B, PAGES 3 THROUGH 12 OF THE CONTRACT AWARD DOCUMENT AND INCREASE THE NOT-TO-EXCEED AMOUNT FOR PILOTS, A8 INDICATED BELOW:

BASE YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
TRASH REMOVAL PIER-SIDE					
0003AF	Class I	30	CX	\$105.00	\$3,150.00
0003AG	Class II	30	CX	\$145.00	\$4,350.00
0003AH	Class III	30	CX	\$200.00	\$8,700.00

COLLECTION/HOLDING/TRANSFER (CRT)/SEWAGE REMOVAL

PIER-SIDE

0004AE	Class I	100,000	GL	\$0.62	\$62,000.00
0004AF	Class II	100,000	GL	\$0.35	\$35,000.00
0004AG	Class III	100,000	GL	\$0.29	\$29,000.00

INCREASE CLIN 0005, PILOT8, TO REFLECT THE FOLLOWING:

0005	PILOTS				NOT TO EXCEED (NTE)
0005AA	CLASS I	20	EA	NTE	\$ 5,240.00
0005AB	CLASS II	20	EA	NTE	\$ 9,570.00
0005AC	CLASS III	20	EA	NTE	\$11,520.00
0005AD	CLASS IV	4	EA	NTE	\$ 2,266.00
0005AE	CLASS V	4	EA	NTE	\$ 3,208.00
0005AF	HANDLING CHARGE - 1 to be at 10% of CLIN 0005		LO	NTE	\$ 3,180.00

ADD CLIN 0005AG, PILOT BOAT8, A8 FOLLOWS:

0005AG	Pilot Boat	70	EA	\$ 60.00	\$4,200.00
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TOTAL ESTIMATED CEILING FOR THE BASE YEAR IS INCREASED BY \$168,184 FROM \$2,860,480 TO \$3,028,664.

OPTION I

TRA8H REMOVAL PIER-SIDE

0017AF	Class I	30	CX	\$110.00	\$3,300.00
0017AG	Class II	30	CX	\$152.00	\$4,560.00
0017AH	Class III	30	CX	\$305.00	\$9,150.00

COLLECTION/HOLDING/TRAN8FER (CHT)/SEWAGE REMOVAL

PIER-SIDE

0018AE	Class I	100,000	GL	\$ 0.65	\$65,000.00
0018AF	Class II	100,000	GL	\$ 0.37	\$37,000.00
0018AG	Class III	100,000	GL	\$ 0.30	\$30,000.00

INCREA8E CLIN 0019, PILOT8, TO REFLECT TRE FOLLOWING:

0005	PILOTS				NOT TO EXCEED (NTE)
0005AA	CLASS I	20	EA	NTE	\$ 5,500.00
0005AB	CLASS II	20	EA	NTE	\$10,050.00
0005AC	CLASS III	20	EA	NTE	\$12,100.00
0005AD	CLASS IV	4	EA	NTE	\$ 2,400.00
0005AE	CLASS V	4	EA	NTE	\$ 3,360.00
0005AF	HANDLING CHARGE - 1 to be at 10% of CLIN 0005		LO	NTE	\$ 3,341.00

ADD CLIN 0019AG, PILOT BOAT8, A8 FOLLOWS:

0019AG	Pilot Boat	70	EA	\$ 63.00	\$ 4,410.00
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TOTAL ESTIMATED CEILING FOR OPTION I IS INCREASED BY \$176,971 FROM \$2,997,518 TO \$3,174,489.

OPTION II - 13 FEBRUARY 1997 THROUGH 12 FEBRUARY 1998

TRASH REMOVAL PIER-8IDE

0031AF	Class I	30	CX	\$116.00	\$3,480.00
0031AG	Class II	30	CX	\$160.00	\$4,800.00
0031AH	Class III	30	CX	\$320.00	\$9,600.00

COLLECTION/HOLDING/TRANSFER (CHT)/SEWAGE REMOVAL

PIER-SIDE

0032AE	Class I	100,000	GL	\$ 0.68	\$68,000.00
0032AF	Class II	100,000	GL	\$ 0.39	\$39,000.00
0032AG	Class III	100,000	GL	\$ 0.32	\$32,000.00

INCREASB CLIN 0032, PILOT8, TO REFLECT THB FOLLOWING:

0032	Pilots			NOT TO EXCEED (NTE)	
0032AA	CLASS I	20	EA	NTE	\$ 5,800.00
0032AB	CLASS II	20	EA	NTE	\$10,600.00
0032AC	CLASS III	20	EA	NTE	\$12,700.00
0032AD	CLASS IV	4	EA	NTE	\$ 2,520.00
0032AE	CLASS V	4	EA	NTE	\$ 3,528.00
0032AF	HANDLING CHARGE - to be at 10% of CLIN 0005	1	LO	NTE	\$ 3,515.00

ADD CLIN 0032AG, PILOT BOAT8, AS FOLLOW8:

0032AG	Pilot Boat	70	EA	\$ 66.00	\$ 4,620.00
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TOTAL ESTIMATED CEILING FOR OPTION II IS INCREASED BY \$186,963 FROM \$3,029,621 TO \$3,216,584.

ADD THE FOLLOWING TO SECTION C, PAGE 14, PARAGRAPH 2, "INITIAL BOARDING":

(f) The Contractor shall assist in exchanging U.S dollars and Mexican pesos, utilizing one of the following methods: 1) contractor shall accompany ship's disbursing and/or supply officer(s) to the nearest authorized bank or money exchange where dollars may be exchanged for pesos; or 2) the contractor may purchase pesos on behalf of the ship "dollars will be provided to the contractor, who will purchase pesos at the maximum rate currently available.

(1) The money exchanger shall go aboard the ship as required by the specific ship, but no less than the day of arrival and the day of departure. On the last day the ship is in port, the contractor will buy back the Mexican currency - from the disbursing and/or supply officer(s) ONLY - at the then current official SALE rate. THE CONTRACTOR IS NOT RESPONSIBLE FOR BUYING BACK MEXICAN CURRENCY FROM Individual CREW MEMBERS. Disbursing and/or Supply Officers may elect to purchase Mexican currency from crew members, which may then be bought back by the contractor as specified above. (See Note 2 below regarding variances in buying and selling rates.)

NOTES:

1. Official exchange rates in Mexico have recently been fluctuating significantly, even on an hour to hour basis.

2. Buy back rates differ greatly from sale rates. For example, at rates current on 1 March 1995, \$1 = N\$55.20 if buying pesos; \$1 = N\$6.20 if selling pesos. (\$100 would buy N\$ 520 pesos; however, N\$ 520 will buy only \$83.87 dollars.)

3. All businesses, taxis, hotels, restaurants, etc. in Acapulco accept U.S. dollars and credit cards. In addition, pesos may be obtained from local ATM machines at current bank rates 24 hours per day.

REVISE THE DATE CITED IN BLOCK 3 OF THE STANDARD FORM 26,
"AWARD/CONTRACT", AS FOLLOW8:

FROM - 94 FEB 13

TO - 95 FEB 13

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➔		RATING		PAGE OF PAGES 1 12	
2. CONTRACT (Proc. Inst. Ident.) No. N00244-95-D-5086		3. EFFECTIVE DATE 94 FEB 13		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. R57087-4094-0002			
5. ISSUED BY Fleet and Industrial Supply Center, Contracts Division Code PDPA/V. Dyer (619) 532-2562 937 N. Harbor Drive San Diego, CA 92132-0060		CODE N00244		6. ADMINISTERED BY (If other than Item 5)		CODE N00244	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: 011-52(69) 82-50-55 TIN: N/A CEC: 95014432K				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT None			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ➔		ITEM SECT G	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR WILL BE IDENTIFIED ON INDIVIDUAL DELIVERY ORDERS		CODE		12. PAYMENT WILL BE MADE BY WILL BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA WILL BE PROVIDED ON INDIVIDUAL DELIVERY ORDERS					
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	The proposal of Cruceros del Sol, dated 29 Sep 94, inclusive of Technical Proposal dated 19 Jan 95 and Best and Final Offer dated 6 Feb 95, and submitted in response to solicitation N00123-94-R-5328, inclusive of Ammendments 0001 through 0007, is hereby accepted as set forth on pages 2-12 herin.						
			15G. TOTAL AMOUNT OF CONTRACT ➔			\$2,860,480.00	

16. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES & PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS			
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS. & NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation No. N00244-94-R-5328, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER F. L. CASS	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED 13 FEB 1995

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV. 4-85)
FAR (48 CFR) 53.214(a)

AWARD IS FOR THE BASE PERIOD ONLY, CONTRACT LINE ITEM NUMBERS (CLINS) 0001 THROUGH 0014. OPTIONS, IF EXERCISED, WILL BE IN ACCORDANCE WITH THE OPTION PROVISIONS CONTAINED HEREIN.

DFARS CLAUSE 252.247-7024, EXTITLED "NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA," IS HEREBY INCORPORATED INTO THE CONTRACT:

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor -

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder.

(End of clause)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The services and supplies to be furnished under this contract include Husbanding Agent/Port Services for U.S. Navy, U.S. Coast Guard, and U.S. Military Sealift Command Ships in the Port of Acapulco, Mexico. In consideration for the Contractor's furnishing the required services and delivery of all associated supplies in compliance with the specifications set forth herein, payment shall be made in accordance with the prices set forth below. ALL PRICES IN O.S. DOLLARS.

"Government" refers to U.S. Government, unless otherwise stated.

Definitions for the "Unit" abbreviations are as follows:

CX = collection
 EA = each
 GL = Gallon
 MT - Metric Ton
 DY = Day
 PD = Partial Day
 HR = Hour
 MN - Minute

BASE YEAR - 13 FEBRUARY 1995 - 12 FEBRUARY 1996

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	HUSBANDING SERVICES for the FIRST DAY in port, in accordance with Section C herein, for the following classes of ships:				
0001AA	Class I	10	DY	\$ 550.00	\$ 5,500.00
0001AB	Class II	10	DY	\$ 770.00	\$ 7,700.00
0001AC	Class III	10	DY	\$ 770.00	\$ 7,700.00
0001AD	Class IV	2	DY	\$1,320.00	\$ 2,640.00
0001AE	Class V	2	DY	\$2,420.00	\$ 4,840.00
0002	HUSBANDING SERVICES for SUBSEQUENT DAYS in port, in accordance with Section C herein, for the following classes of ships:				
0002AA	Class I	50	DY	\$ 165.00	\$ 8,250.00
0002AB	Class II	50	DY	\$ 220.00	\$11,000.00
0002AC	Class III	50	DY	\$ 220.00	\$11,000.00
0002AD	Class IV	8	DY	\$ 440.00	\$ 3,520.00
0002AE	Class V	8	DY	\$ 770.00	\$ 6,160.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0003	TRASH REMOVAL AT ANCHORAGE				
0003AA	Class I	120	CX	\$ 88.00	\$ 10,560.00
0003AB	Class II	120	CX	\$ 330.00	\$ 39,600.00
0003AC	Class III	120	CX	\$ 880.00	\$105,600.00
0003AD	Class IV	20	CX	\$1,980.00	\$ 39,600.00
0003AE	Class V	20	CX	\$4,290.00	\$ 85,800.00

0004 **COLLECTION/HOLDING/TRANSFER (CHT)/SEWAGE REMOVAL**

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0004AA	Class II (Min 1,000 GL DAILY)	600,000	GL	\$ 0.87	\$522,000.00
0004AB	Class III (Min 4,000 GL DAILY)	600,000	GL	\$ 0.72	\$432,000.00
0004AC	Class IV (Min 10,000 GL DAILY)	100,000	GL	\$ 0.54	\$ 54,000.00
0004AD	CLASS V (Min 15,000 GL DAILY)	100,000	GL	\$ 0.48	\$ 48,000.00

0005 **PILOTS**

NOT TO EXCEED
(NTE)

0005AA	CLASS I	20	EA	NTE	\$ 800.00
0005AB	CLASS II	20	EA	NTE	\$ 3,200.00
0005AC	CLASS III	20	EA	NTE	\$ 3,900.00
0005AD	CLASS IV	4	EA	NTE	\$ 1,100.00
0005AE	CLASS V	4	EA	NTE	\$ 3,000.00
0005AF	HANDLING CHARGE - to be at 10% of CLIN 0005	1	LO	NTE	\$ 1,200.00

0006 **CARGO LIGETERAGE**

0006AA	0-5 Tons	544	HR	\$ 200.00	\$108,800.00
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0007	CRANE SERVICES				
0007AA	0-5 Tons (shore)	272	HR	\$ 350.00	\$ 95,200.00
0008	CARGO DRAYAGE				
0008AA	Cargo up to 4 Tons	544	HR	\$ 40.00	\$ 21,760.00
0009	WATER TAXI SERVICES (Inside Breakwater) Parti-1 Day Service (First and Last Days of Port Visit)				
0009AA	Class I	100	HR	\$ 115.00	\$ 11,500.00
0009AB	Class II	100	HR	\$ 125.00	\$ 12,500.00
0009AC	Class III	100	HR	\$ 500.30	\$ 50,000.00
0009AD	Class IV	20	HR	\$ 625.00	\$ 12,500.00
0009AE	Class V	20	HR	\$1,150.00	\$ 23,000.00
0009AF	Landing Platform	340	HR	\$ 150.00	\$ 51,000.00
0010	WATER TAXI SERVICES (Inside Breakwater) Full Day Service				
0010AA	Class I	50	DY	\$ 1,250.00	\$ 62,500.00
0010AB	Class II	50	DY	\$ 1,950.00	\$ 97,500.00
0010AC	Class III	50	DY	\$ 4,950.00	\$ 247,500.00
0010AD	Class IV	8	DY	\$ 6,200.00	\$ 49,600.00
0010AE	Class V	8	DY	\$21,050.00	\$ 168,400.00
0010AF	Landing Platform	166	DY	\$ 1,200.00	\$ 199,200.00
0010AG	Cancellation Fee	AS REQ	EA	\$ 0.00	\$ 0.00
0011	VEHICLE RFNTAL				
0011AA	1-4 Passenger Capacity	150	DY	\$ 375.00	\$ 56,250.00
011AB	5-15 Passenger Capacity	100	DY	\$ 1,200.00	\$ 120,000.00
0011AC	16-50 Passenger Capacity	200	HR	\$ 80.00	\$ 16,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
CELLULAR TELEPHONES/PORTABLE RADIOS (For Local Use Only)					
0012AA	Rental Charge, per phone, per day	200	EA	\$ 8.00	\$ 1,600.00
0012AB	Rental Charge, per radio, per day	1,400	EA	\$ 15.00	\$21,000.00
0013	CUSTOMS BROKERAGE	400	EA	\$ 40.00	\$16,000.00
0014	QUARTERLY REPORTS	4	EA	NOT SEPARATELY PRICED	
TOTAL FOR BASE YEAR:				\$2,860,480.00	

OPTION I - 13 FEBRUARY 1996 THROUGH 12 FEBRUARY 1997

SERVICES IN THE PORT OF ACAPULCO, MEXICO

(ALL PRICES IN U.S. DOLLARS)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0015	HUSBANDING SERVICES for the FIRST DAY in port, in accordance with Section C herein, for the following classes of ships:				
0015AA	Class I	10	DY	\$ 580.00	\$ 5,800.00
0015AB	Class II	10	DY	\$ 810.00	\$ 8,100.00
0015AC	Class III	10	DY	\$ 810.00	\$ 8,100.00
0015AD	Class IV	2	DY	\$ 1,385.00	\$ 2,770.00
0015AE	Class V	2	DY	\$ 2,540.00	\$ 5,080.00
0016	HUSBANDING SERVICES for SUBSEQUENT DAYS in port, in accordance with Section C herein, for the following classes of ships:				
0016AA	Class I	50	DY	\$ 175.00	\$ 8,750.00
0016AB	Class II	50	DY	\$ 231.00	\$11,550.00
0016AC	Class III	50	DY	\$ 231.00	\$11,550.00
0016AD	Class IV	8	DY	\$ 462.00	\$ 3,696.00
0016AE	Class V	8	DY	\$ 810.00	\$ 6,480.00
0017	TRASH REMOVAL AT ANCHORAGE				
0017AA	Class I	120	CX	\$ 93.00	\$ 11,160.00
0017AB	Class II	120	CX	\$ 347.00	\$ 41,640.00
0017AC	Class III	120	CX	\$ 924.00	\$110,880.00
0017AD	Class IV	20	CX	\$2,079.00	\$ 41,580.00
0017AE	Class V	20	CX	\$4,505.00	\$ 90,100.00

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0018	COLLECTION/HOLDING/TRANSFER (CHT)/SERAGE REMOVAL				
(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).					
0018AA	Class II (Min 1,000 GL DAILY)	600,000	GL	\$ 0.91	\$546,000.00
0018AB	Class III (Min 4,000 GL DAILY)	600,000	GL	\$ 0.75	\$450,000.00
0018AC	Class IV (Min 10,000 GL DAILY)	100,000	GL	\$ 0.57	\$ 57,000.00
0018AD	CLASS V (Min 15,000 GL DAILY)	100,000	GL	\$ 0.50	\$ 50,000.00
0019	PILOTS NOT TO EXCEED (NTE)				
0019AA	CLASS I	20	EA	NTE	\$ 800.00
0019AB	CLASS II	20	EA	NTE	\$ 3,200.00
0019AC	CLASS III	20	EA	NTE	\$ 3,900.00
0019AD	CLASS IV	4	EA	NTE	\$ 1,100.00
0019AE	CLASS V	4	EA	NTE	\$ 3,000.00
0019AF	HANDLING CHARGE - to be at 10% of CLIN 0005	1	LO	NTE	\$ 1,200.00
0020	CARGO LIGHTERAGE				
0020AA	0-5 Tons	544	HR	\$ 210.00	\$114,240.00
0021	CRANE SERVICES				
0021AA	0-5 Tons (shore)	272	HR	\$ 368.00	\$100,096.00
0022	CARGO DRAYAGE				
0022AA	Cargo up to 4 Tons	544	HR	\$ 44.00	\$ 23,936.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>PRICE</u>
0023	WATER TAXI SERVICES (Inside Breakwater) Partial Day Service (First and Last Days of Port Visit)				
0023AA	Class I	100	HR	\$ 125.00	\$ 12,500.00
0023AB	Class II	100	HR	\$ 135.00	\$ 13,500.00
0023AC	Class III	100	HR	\$ 525.00	\$ 52,500.00
0023AD	Class IV	20	HR	\$ 650.00	\$ 13,000.00
0023AE	Class V	20	HR	\$1,205.00	\$ 24,100.00
0023AF	Landing Platform	340	HR	\$ 158.00	\$ 53,720.00
0024	WATER TAXI SERVICES (Inside Breakwater) Full Day Service				
0024AA	Class I	50	DY	\$ 1,300.00	\$ 65,500.00
0024AB	Class II	50	DY	\$ 2,045.00	\$102,250.00
0024AC	Class III	50	DY	\$ 5,200.00	\$260,000.00
0024AD	Class IV	8	DY	\$ 6,510.00	\$ 52,080.00
0024AE	Class V	8	DY	\$22,100.00	\$176,800.00
0024AF	Landing Platform	166	DY	\$ 1,260.00	\$209,160.00
0024AG	Cancellation Fee	AS REQ	EA	\$ 0.00	\$ 0.00
0025	VEHICLE RENTAL				
0025AA	1-4 Passenger Capacity	150	DY	\$ 390.00	\$ 58,500.00
0025AB	5-15 Passenger Capacity	100	DY	\$ 1,260.00	\$126,000.00
0025AC	16-50 Passenger Capacity	200	HR	\$ 88.00	\$ 17,600.00
0026	CELLULAR TELEPHONES/PORTABLE RADIOS (For Local Use Only)				
0026AA	Rental Charge, per phone, per day	200	EA	\$ 8.00	\$ 1,600.00
0026AB	Rental Charge, per radio, per day	1,400	EA	\$ 15.00	\$ 21,000.00
0027	CUSTOMS BROKERAGE	400	EA	\$ 40.00	\$ 16,000.00
0028	QUARTERLY REPORTS	4	EA NOT SEPARATELY PRICED		
TOTAL FOR OPTION I: \$2,997,518.00					

OPTION II - 13 FEBRUARY 1997 THROUGH 12 FEBRUARY 1998

(ALL PRICES IN O.S. DOLLARS)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0029	HUSBANDING SERVICES for the FIRST DAY in port, in accordance with Section C herein, for the following classes of ships:				
0029AA	Class I	10	DY	\$ 610.00	\$ 6,100.00
0029AB	Class II	10	DY	\$ 850.00	\$ 8,500.00
0029AC	Class III	10	DY	\$ 850.00	\$ 8,500.00
0029AD	Class IV	2	DY	\$1,455.00	\$ 2,910.00
0029AE	Class	2	DY	\$2,667.00	\$ 5,334.00

0030 HUSBANDING SERVICES for SUBSEQUENT DAYS in port, in accordance with Section C herein,
for the following classes of ships:

0030AA	Class I	50	DY	\$ 184.00	\$ 9,200.00
0030AB	Class II	50	DY	\$ 243.00	\$ 12,150.00
0030AC	Class III	50	DY	\$ 243.00	\$ 12,150.00
0030AD	Class IV	8	DY	\$ 462.00	\$ 3,880.00
0030AE	Class V	8	DY	\$ 850.00	\$ 6,800.00

0031 TRASH REMOVAL AT ANCHORAGE

0031AA	Class I	120	CX	\$ 93.00	\$ 11,760.00
0031AB	Class II	120	CX	\$ 347.00	\$ 43,680.00
0031AC	Class III	120	CX	\$ 924.00	\$116,400.00
0031AD	Class IV	20	CX	\$2,079.00	\$ 43,660.00
0031AE	Class V	20	CX	\$4,505.00	\$ 94,600.00

0032 COLLECTION/HOLDING/TRANSFER (CHT)/SEWAGE REMOVAL

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0032AA	Class II	600,000	GL	\$ 0.96	\$576,000.00
	(Min 1,000 GL DAILY)				
0032AB	Class III	600,000	GL	\$ 0.77	\$474,000.00
	(Min 4,000 GL DAILY)				
0032AC	Class IV	100,000	GL	\$ 0.60	\$ 60,000.00
	(Min 10,000 GL DAILY)				
0032AD	CLASS V	100,000	GL	\$ 0.52	\$ 52,000.00
	(Min 15,000 GL DAILY)				

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0033	PILOTS	NOT TO EXCEED (NTE)			
0033AA	CLASS I	20	EA	NTE	\$ 800.00
0033AB	CLASS II	20	EA	NTE	\$ 3,200.00
0033AC	CLASS III	20	EA	NTE	\$ 3,900.00
0033AD	CLASS IV	4	EA	NTE	\$ 1,100.00
0033AE	CLASS V	4	EA	NTE	\$ 3,000.00
0033AF	HANDLING CHARGE - to be at 10% of CLIN 0005	1	LO	NTE	\$ 1,200.00
0034	CARGO LIGHTERAGE				
0034AA	0-5 Tons	544	HR	\$ 221.00	\$120,224.00
0035	CRANE SERVICES				
0035AA	0-5 Tons (shore)	272	HR	\$ 386.00	\$104,992.00
0036	CARGO DRAYAGE				
0036AA	Cargo up to 4 Tons	544	HR	\$ 44.00	\$ 23,936.00
0037	WATER TAXI SERVICES (Inside Breakwater) Partial Day Service (First and Last Days of Port Visit)				
0037AA	Class I	100	HR	\$ 131.00	\$ 13,100.00
0037AB	Class II	100	HR	\$ 142.00	\$ 14,200.00
0037AC	Class III	100	HR	\$ 550.00	\$ 55,000.00
0037AD	Class IV	20	HR	\$ 682.00	\$ 13,640.00
0037AE	Class V	20	HR	\$ 1,265.00	\$ 25,300.00
0037AF	Landing Platform	340	HR	\$ 166.00	\$ 56,440.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>PRICE</u>
0038	WATER TAXI SERVICES (Inside Breakwater) FULL Day Service				
0038AA	Class I	50	DY	\$ 1,375.00	\$ 55,500.00
0038AB	Class II	50	DY	\$ 2,145.00	\$ 85,800.00
0038AC	Class III	50	DY	\$ 5,460.00	\$218,400.00
0038AD	Class IV	8	DY	\$ 6,835.00	\$ 47,845.00
0038AE	Class V	8	DY	\$23,200.00	\$162,400.00
0038AF	Landing Platform	166	DY	\$ 1,320.00	\$219,120.00
0038AG	Cancellation Fee	AS REQ	EA	\$ 0.00	\$ 0.00
0039	VEHICLE RENTAL -				
0039AA	1-4 Passenger Capacity	150	DY	\$ 410.00	\$ 61,500.00
0039AB	5-15 Passenger Capacity	100	DY	\$ 1,323.00	\$132,300.00
0039AC	16-50 Passenger Capacity	200	HR	\$ 95.00	\$ 19,000.00
0040	CELLULAR TELEPHONES/PORTABLE RADIOS (For Local Use Only)				
0040AA	Rental Charge, per phone, per day	200	EA	\$ 8.00	\$ 1,600.00
0040AB	Rental Charge, per radio, per day	1,400	EA	\$ 15.00	\$ 21,000.00
0041	CUSTOMS BROKERAGE	400	EA	\$ 45.00	\$ 13,000.00
0042	QUARTERLY REPORTS	4	EA	NOT SEPARATELY PRICED	
TOTAL FOR OPTION II: \$3,029,621.00					

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The effort required hereunder shall be performed in accordance with the following Statement of Work (SOW) and in accordance with all other terms and conditions set forth herein.

C-1 - SPECIFICATIONS

A. HUSBANDING SERVICES:

The Contractor shall provide husbanding services as described in Section C and other sections herein. As consideration for the performance of these services, the Contractor shall be paid the applicable Husbanding Fee set forth in Section B. This payment constitutes total consideration for performance of these services, including all overhead and office expenses (e.g., telephone, telex, postage, etc.) and Contractor overtime. Performance of services includes providing for any contract line items, or portions thereof, which may be required in accordance with the terms of the contract and in compliance with the following specifications:

1. PRELIMINARY ARRANGEMENTS

Upon notification of a forthcoming visit by a U.S. Navy vessel from an authorized Ordering Activity (see Sections G and H of the contract), the Contractor shall make all necessary preliminary arrangements with port authorities, other Government contractors, and other commercial firms, as required, in order to provide the specific services requested for the individual ship. Although notification of pending ship visits will normally be provided 3-10 days in advance of the ships' arrival, services may occasionally be required on an immediate and/or urgent basis.

2. INITIAL BOARDING

(a) The Contractor shall board each ship upon arrival or as soon thereafter as practicable, but no later than one (1) hour after arrival, to discuss the ship's requirements. If multiple U.S. ships arrive within the same day and in the same port, initial boarding shall be accomplished within eight (8) hours after arrival of each ship.

(b) The Contractor shall have available, upon boarding, translated copies of applicable port tariffs and current pricing information for frequently ordered services - such as dry cleaning and laundry services; individual vehicle rentals (not covered under Section B line items 0011, 0025 and 0039; fresh provisions; and shall have available any other information provided by NRCC San Diego for distribution to ships. The Contractor shall be Prepared to take additional ships' orders for any official services required by the CLIPS set forth in Section B.

(c) The Contractor shall, upon initial boarding, be prepared to brief ship personnel on available athletic and recreational facilities in the vicinity of the port in which the ship is berthed. Such information shall include the location, hours of operation, and cost of facilities including but not limited to soccer fields, basketball courts, and swimming areas, and the availability of local teams for competitive athletics, as well as information regarding the availability and pricing of tours, local points of interest, etc.

(d) The Contractor shall also, upon initial boarding, be prepared to brief ship personnel and make suggestions/ recommendations regarding local charitable organizations and/or institutions suitable for HANDCLASP and/or COMPEL projects.

(e) The contractor shall provide assistance, as requested, to the Mexican Naval Liaison Officer, if assigned, in arranging and/or performing protocol matters. In the absence of an assigned Mexican Naval Liaison Officer, the contractor shall provide information to ship personnel regarding protocol matters and shall make arrangements and/or assist in making arrangements relative to official visits with local dignitaries, ships tours, official guest lists, etc.

3. ORDERING AND PROGRESSING

(a) Based upon the specific delivery order, the Contractor shall ensure the timely filling of all ships' requirements in accordance with Section B herein. The Contractor shall monitor the status of ships' orders to ensure timely and satisfactory performance; shall visit the ship as necessary, but at least once per day; and shall be available (on call) at all times to provide any assistance required.

(b) For any ship which is in port in excess of seven (7) consecutive calendar days, the Ordering Officer or ship's Supply Officer may cancel the requirement for Husbanding Services until further notice. During the period of cancellation, the Contractor is relieved of all Husbanding requirements, as described herein. No Husbanding Fees will be paid for those days for which Husbanding Services were canceled.

4. FESSING SHIPS' ORDERS TO OTHER CONTRACTORS. INCLUDING OTHER GOVERNMENT CONTRACTORS

The Contractor shall coordinate and pass orders to other Contractors, including those holding O.S. Government contracts for various supplies and services, as required. This service includes all actions necessary to facilitate the delivery and acceptance of supplies or services ordered, including routine administration as normally performed by the Contractor for the services listed herein. In addition, the Contractor shall present other Contractors' invoices to the ship's Supply Officer or Disbursing Officer, and receive and deliver other Contractors' payments, subject to the agreement of such other Contractors to process payment. in this manner. Any disputes or discrepancies arising from the order will be resolved directly between the ordering ship and the other Contractor(s) with the assistance of the Contractor as required. Any disputes or discrepancies which cannot be resolved between the ship and the Contractor(s) shall be referred to the Contracting Officer for final resolution/settlement.

5. OTHER ASSISTANCE

(a) The Contractor shall assist with any official requirements of the ship associated with its port visits, as requested by the ship's Commanding Officer, Supply Officer, or their designated representatives. This includes but is not limited to arranging for, as well as making payments for, other types of services or supplies, as required, such as arranging for Customs brokerage services related to shipment and receipt of air cargo.

(b) The Contractor shall assist the Supply Officer of the vessel in arranging for additional purchase requirements, including identification of reliable sources, arranging for delivery schedules, etc. The Contractor is NOT required to make arrangements related to unofficial requirements nor to respond to personal requests from individual crew members.

6. INTERPRETER SERVICES

The Contractor and all Contractor personnel are responsible for providing any interpreter services necessary to accomplish all tasks and/or required for performance of services under this contract. This includes interpreter services for translation of official conferences and other official functions as required by the ship.

7. **PRE-SAILING VISIT**

The Contractor shall schedule and make a visit to each ship one (1) day prior to its sailing date, at a time permitting the presentation of invoices. The Contractor shall relay at that time any late information on pilot schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the Supply Officer or the Contracting Officer's designated representative.

B. SERVICES OTHER THAN HUSBANDING:

Set forth below are specifications covering services (other than husbanding) identified in Section B herein, which are the responsibility of the Contractor when expressly authorized under the terms of a delivery order. It is the responsibility of the Contractor to arrange, manage, and ensure timely performance of such services. The Contractor shall be fully liable for all aspects of performance of all services listed in Section B which the ship requires, even though such services may be subcontracted (in part or in full). Any exceptions to this (e.g., due to natural disasters, -port authority regulation changes, etc.) shall be allowable only upon the written or telefax approval of the Contracting Officer.

1. **TRASH REMOVAL**

(a) The Contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage (as defined in Technical Exhibit 2, **Refuse Service Definitions**) generated by U.S. Navy, Coast Guard or Military Sealift Command vessels.

(b) The Contractor's duties and responsibilities, in addition to those specified in Schedule B. are as follows:

(i) Removal and Disposal. All refuse from vessels, or in plastic bags or cardboard boxes, shall be collected as ordered. All other loose refuse, such as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse shall be picked up by the Contractor. Any spillage of refuse in the course of the handling operation shall be cleaned up immediately by the Contractor. Refuse containers, after they have been used and emptied, shall be returned to their original position and the lids replaced. All refuse collected shall be hauled in barges or suitable vehicles and disposed of in accordance with subparagraph (2) below.

(ii) Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

(iii) In addition to the definition in Technical Exhibit 2, a "collection. is further defined as the removal of ALL trash from the vessel during a two hour period, as ordered by the Ordering Officer for each service, regardless of the number of trips required for the Contractor to complete the collection. The two hour period will commence when the contractor's trash receptacle is placed alongside the vessel. Travel time to and from the vessel will NOT be included in this two hour

collection period. In the event that the contractor must make several trips during a collection period, the total amount of time alongside the vessel shall not exceed two hours per collection.

(iv) The crews of the trash disposal barges utilized by the Contractor shall have in their possession the necessary security clearance from the appropriate port authorities. The crew members shall not engage in any business activity other than trash removal during performance of trash removal services.

(v) The barge crew shall be entirely responsible for the tending of lines and for barge security. Insofar as practicable, ship. shall separate trash into edible, burnable and non-burnable categories. Any separation desired by the Contractor over and above this shall be made by the barge crews in the Contractor's barges, at no additional cost to the Government and without impacting the Government collection and/or schedule. The movement of trash from the vessel to the barge shall be performed with care by the contractor's personnel, in a manner insuring the safety of the Contractor's crews and barges. Any instance" of unsafe practices shall be brought to the attention of the ship's Commanding Officer or his representative, and notification provided to the Contracting Officer in San Diego, IMMEDIATELY, in order to ensure that corrective and preventive action is taken.

(vi) In the event of rough weather, as certified by the Port Captain, barges may be removed or replaced by the Contractor. If the Contractor positions a barge, and then must remove it because of the above bad weather conditions, the Contractor will be paid for the specific collection, or, in the case of a dedicated barge, for the balance of the day. Should bad weather occur during the hours of 1600 and 0830 the designated Commanding Officer of the U.S. vessel will contact both the Contractor and the Port Captain advising that the barge should 'tee removed as a potential hazard to navigation.

(vii) Should a vessel with a dedicated barge alongside experience an emergency wherein the ship must depart, the Commanding Officer or his authorized representative will advise the contractor at least four (4) hours in advance for barge pick-up at no additional cost to the Government.

(viii) In addition to the definition in Technical Exhibit 2, "refuse" includes provisions, materials or anything accepted by a ship but not deliverable due to spoilage, etc., even though such refuse was not aboard the vessel.

2. COLLECTION/HOLDING/TRANSFER (CKT)ISEWAGE REMOVAL:

(a) The Contractor shall provide Sewage Removal Services, as specified on individual delivery orders. These Sewage Removal Services involve the collection of Collection Holding Transfer (CHT) bacteriological/chemical liquids generated by O.S. vessels, as ordered by the Ordering Officer. This liquid waste will be pumped by the requiring vessel into Contractor provided covered tanks. The Contractor shall dispose of this liquid waste as required by local and national laws and regulations.

(b) All equipment used for Sewage Removal shall be in mechanically sound condition and shall meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for Sewage Removal must be compatible to U.S. vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. vessels. The price shall include any drivers or operators and any helpers or crew members required; overtime charges; all insurance; fuel; "customs clearance"; and other operating expenses. (Payment will be for the total number of gallons removed.)

(c) The minimum ordering quantity for this service is 4,000 gallons per day. The Contractor shall provide an accurate flowmeter/depth chart to document the amount of CHT/Sewage removed from the customer ship. These CHT/Sewage removal figures must be certified by the ship's personnel prior to payment.

3. **PILOTS:**

The Contractor shall provide for pilots as specified on individual delivery orders. The retention of these services shall be accomplished in conjunction with local Port Authorities. The Contractor shall coordinate with Port Authorities as necessary to ensure that the services are available as required, and at the times requested.

4. **CARGO LIGHTERAGE:**

The Contractor shall provide for cargo lighterage services, as required. Requirements for lighterage may cover a wide variety of uses such as but not limited to movement of aircraft engines, motor vehicles, and general cargo. The Contractor shall verify that the correct size and type of craft is used for the purpose intended. Services are calculated from the time the barge departs from the pier to the time of re-berthing.

5. **Forklift Services:**

The Contractor shall provide for forklifts (with operators) able to operate on the pier to load and unload cargo from/to the truck or from/to the vessel.

6. **CRANE SERVICES:**

The Contractor shall provide for cranes with operators (Shore Only), as required. The Contractor shall provide the specific size crane requested, with the required lifting capacity suitable for the purpose intended.

7. **CARGO DRAYAGE:**

The Contractor shall provide for cargo drayage, as required. Drayage by truck is required by vessels from time to time. The price shall include driver (and helpers, as required), all insurance, fuel, tools, and all incidental expenses. The Contractor shall verify that the correct size and type truck is used for the purpose intended. Invoices for drayage shall include those hours during which drayage was actually occurring, plus not more than one additional hour for round trip truck travel between the Contractor's or subcontractor's location and the work site, if applicable.

8. **WATER TAXIS:**

(a) The Contractor shall provide water taxi services as required for D.S. vessels. The price shall include driver and operators (and any helpers or crew members, as required), all insurance, fuel, holiday surcharges, and other operating expenses.

(b) All operators must be able to speak and understand English. Operators and helpers/crew members must be well rested. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of eight hours.

(c) The Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations so as to preclude breakdown and injury. In addition, all water taxis provided must meet all safety requirements set forth in Technical Exhibit 3, Water Taxi Specifications.

(d) Further, the water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the O.S. Government shall have the right to reject the water taxi for performance of services.

(e) The Contractor shall ensure that all water taxis are at all times fully licensed, registered, and insured (including adequate passenger liability insurance), as indicated in those clauses in Section H entitled "Licenses, Permits, and Precautions". and "Insurance".

(f) In the event of a water taxi breakdown immediately prior to or during a trip, the Contractor shall provide at no additional expense to the Government, a replacement water taxi which complies in all respects with this contract.

(g) Any Personal belongings or other items found on a water taxi after completion of a trip shall be turned over to the ship's Supply Officer.

(h) The Contractor shall be responsible for ensuring that each water taxi is jointly inspected before and after each service shift by the Contractor and an authorized representative of the U.S. Government. The Government will not consider any claim for damage to a water taxi which has not been inspected.

(i) For purposes of this contract, water taxis ordered for full day service shall provide continuous round-trip service from pier to vessel and return to pier, with a standard 18-hour workday.

(j) For purposes of this contract, delivery orders requiring water taxis for partial day's shall specify continuous round-trip services for the number of hours needed (1-17). Prices for partial day service shall be the specific number of hours ordered times the hourly rate specified in Section B.

(k) **Cancellation.** The following fees will apply in the event trips are canceled due to adverse weather conditions, late arrival/ early departure of ship, or any other circumstances which require the ship to cancel services.

(i) When full day service is ordered and one or more trips are canceled, the Contractor shall be paid a. follows:

- The cancellation fee indicated in Section B of the contract; and

- A prorated amount of the daily price for each trip taken (e.g., daily price divided by number of trips ordered price per trip; price per trip x number of trips completed)

(ii) When hourly (partial day) services are canceled, no cancellation fee is applicable. The Contractor shall be paid for actual hours completed. Reimbursement for less than full hours shall be pro-rated amount of the hourly price (i.e., 15 minutes equal $\frac{1}{4}$ the hourly price; 30 minutes ~ $\frac{1}{2}$ the hourly price, etc.)

(iii) When a delivery order is issued and services must be discontinued because of adverse weather conditions, emergencies, or late arrival/early departure of ship, the Contractor must be notified, at least two (2) hours prior to commencement of the next trip, that the order is canceled and the cancellation fee shall not be payable.

(1) In order to accomplish loading and unloading of passengers from water taxis in a manner which will ensure the safety of passengers, the contractor shall also provide landing platforms. Landing platforms serve as a buffer between water taxis and anything abreast of the ship, and shall be sufficient in length to provide for safe embarkation and disembarkation of passengers. In the event that water taxi services are cancelled and/or discontinued in accordance with paragraph (k) above, landing platforms shall be removed and any fees associated with such removal shall be included in the water taxi cancellation fee. A separate cancellation fee for cancellation and removal of landing platforms is NOT authorized.

9. VEHICLE RENTAL:

(a) The Contractor shall provide passenger sedans, passenger vans and buses for local area trips only, as specified on individual delivery orders, for U.S. vessels while in port. Prices shall include: driver or operators (and any helpers or crew members, as required); all insurance; fuel; holiday surcharges; and all other operating expenses.

(b) All operators must be able to speak and understand English. Operators and helpers/crew members must be well rested. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of eight hours.

(c) The Contractor shall ensure that all vehicles provided are in sound mechanical condition and meet all safety standards required by local laws and regulations so as to preclude breakdown and/or injury to passengers. Further, all vehicles shall be in a clean condition when presented for service and shall be free of debris. All vehicles shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If any vehicle provided does not meet the requirement of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject such vehicles for performance of services.

(d) The Contractor shall ensure that all vehicles are at all times fully licensed, registered, and insured (including adequate passenger liability insurance), as indicated in those clauses in Section ~ entitled "Licenses, Permits, and Precautions". and Insurance for Bus and Water Taxi Services".

(e) In the event of vehicle breakdown immediately prior to during a trip, the Contractor shall provide, at no additional expense to the Government, a replacement vehicle which fully complies in all respects with this contract.

(f) Any personal articles or items found in or on any vehicle after completion of each trip shall be turned over to the ship's Supply Officer.

(g) The Contractor shall be responsible for ensuring that each vehicle is jointly inspected before and after each service shift by the Contractor and an authorized representative of the U.S. Government. The Government will not consider any claim for damage to any vehicle which has not been inspected.

10. CELLULAR TELEPHONES & PORTABLE RADIOS:

(a) Cellular telephones and/or portable radios shall be made available for official, local use only, as required by individual delivery orders. Telephone bills received after the departure of the vessel shall be forwarded to the vessel's Supply Officer, as indicated in that clause in Section G entitled INVOICES AND PAYMENTS, for certification and subsequent payment by the appropriate Disbursing Officer.

(b) The Contractor shall notify vessels of specific locations of the nearest public telephones for the personal use of the crew.

11. SPECIFICATIONS FOR QUARTERLY REPORTS:

The Contractor shall submit a report quarterly to the Naval Regional Contracting Center Contracting Officer San Diego, by item, the actual quantities and prices in U.S. dollars incurred under this contract during each reporting period. The report shall be submitted in the format attached to this contract, Technical Exhibit 4.

SECTION D - PACKAGING AND MARKING

Special Packaging and Marking are not required for delivery of supplies and/or services provided under orders issued pursuant to the terms and conditions of this contract.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (FEB 19921

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.